

PLEASE RECORD AND RETURN TO:

High Plains Ranch I, LLC  
1414 Harbour Way South  
Richmond, California 94804  
Attention: Paul McMillan

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY AGREEMENT**

**NOTICE IS HEREBY GIVEN** that Donald Paul Freeborn, also known as Donald P. Freeborn, and Norma Freeborn, husband and wife; Donald Paul Freeborn, also known as Donald P. Freeborn, and Norma Freeborn, husband and wife; The Donald and Norma Freeborn Revocable Trust, under agreement dated February 25, 2002 and amended October 15, 2003; and Karen P. Nolan, a married individual as to her sole and separate property (individually and collectively, "**Owner**"), and High Plains Ranch I, LLC, a Delaware limited liability company, with an address in care of SunPower Corporation, 1414 Harbour Way South, Richmond, California 94804, as optionee ("**Optionee**"), for one dollar and other sufficient consideration, have entered into a certain Option to Purchase Real Property Agreement, dated as of September 21, 2009 (the "**Option Agreement**"), pursuant to which Owner has given and hereby grants to Optionee an option (the "**Option**") to purchase that certain real property commonly known as Assessor Parcel Numbers 072-121-027 and 072-121-028, consisting of approximately one hundred sixty (160) acres located in San Luis Obispo County, California, and more specifically described on Exhibit A attached hereto (the "**Property**"). Notwithstanding anything to the contrary contained on Exhibit A, the term "**Property**" means the land selected as such in accordance with Exhibit A, but excluding, and expressly reserving to Owner for its sole and exclusive use and enjoyment, one hundred percent (100%) of any and all mineral rights appurtenant to the Property or otherwise benefiting the Property (the "**Reserved Rights**"). Owner shall not, in the exercise of any of the Reserved Rights, interfere with Optionee's reasonable use and enjoyment of the Property, and Optionee's use of the Property shall not interfere with Owner's reasonable use and enjoyment of any of the Reserved Rights. For purposes of the preceding sentence, it is agreed that any drilling or other physical activity undertaken by Owner in connection with Owner's use or exercise of the Reserved Rights, whether by directional drilling or otherwise, in any of the following areas of the Property would interfere with Optionee's reasonable use and enjoyment of the Property: (a) within two hundred feet (200') of any transmission tower, transmission lines and/or underground transmission facilities located on the Property at any time and from time to time; and (b) within one hundred feet (100') of any roads, easement areas (not including transmission easements) established in connection with the solar photovoltaic project being developed by Optionee [which areas shall not impact more than twenty percent (20%) of the Property], and/or improvements located on the Property at any time and from time to time.

The term of the Option is two (2) years commencing on October 12, 2009 (the "**Option Period**"). Optionee has the right to extend the option period for an additional period of one (1) year.

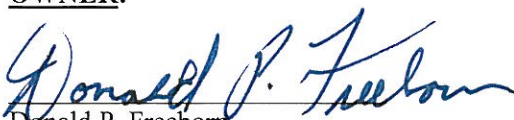
Nothing contained in this Memorandum shall be deemed to modify, amend or alter any of the terms or conditions of the Option Agreement. In the event of any inconsistency between the terms and

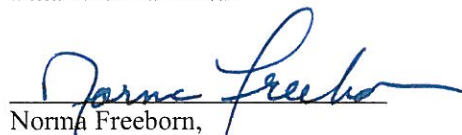
conditions of this Memorandum and the terms and conditions of the Option Agreement, the terms and conditions of the Option Agreement shall control.

This Memorandum may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum to be duly executed as of the 21st day of September, 2009.

**OWNER:**

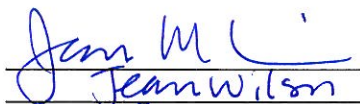
  
Donald P. Freeborn,  
also known as Donald Paul Freeborn,  
a married individual

  
Norma Freeborn,  
a married individual

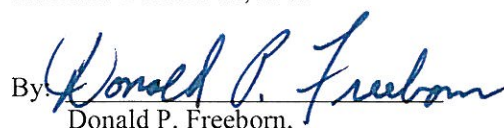
**OPTIONEE:**

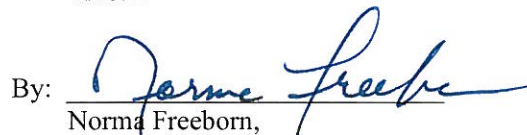
High Plains Ranch I, LLC,  
a Delaware limited liability company

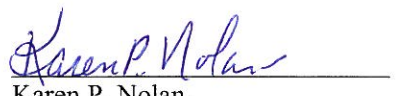
By: SunPower Corporation, Systems  
Its: Managing Member

By:   
Name: Jean Wilson  
Title: VP

The Donald and Norma Freeborn Revocable Trust,  
Under agreement dated February 25, 2002 and  
amended October 15, 2003

By:   
Donald P. Freeborn,  
Trustee

By:   
Norma Freeborn,  
Trustee

  
Karen P. Nolan,  
a married individual,  
as to her sole and separate property

State of California )

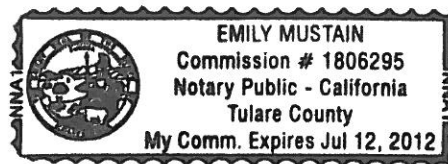
County of Tulare )

On Sept. 23, 2009 before me, Emily Mustain, Notary Public (here insert name and title of the officer), personally appeared Donald P. Freeborn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Emily Mustain (Seal)



State of California )

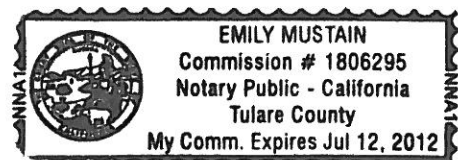
County of Tulare )

On Sept. 23, 2009 before me, Emily Mustain, Notary Public (here insert name and title of the officer), personally appeared Norma Freeborn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature Emily Mustain (Seal)



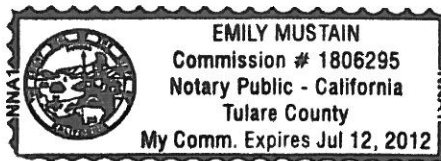
State of California     )  
                                      )  
County of Tulare     )

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Signature Emily Mustain (Seal)



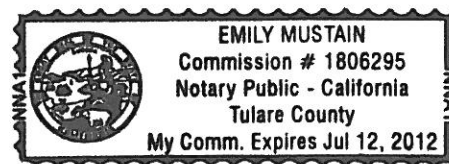
State of California     )  
                                      )  
County of Tulare     )

On Sept. 23, 2009 before me, Emily Mustain, Notary Public (here insert name and title of the officer), personally appeared Norma Freeborn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature Emily Mustain (Seal)



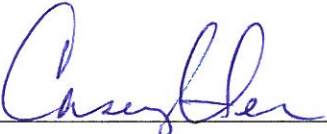
State of California )

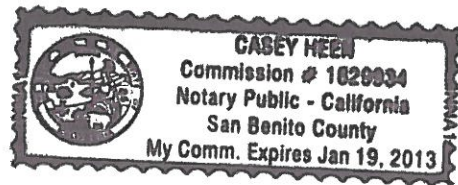
County of San Benito )

On September 28, 2009 before me, Casey Heen, Notary Public (here insert name and title of the officer), personally appeared Karen P. Nolan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



State of California )

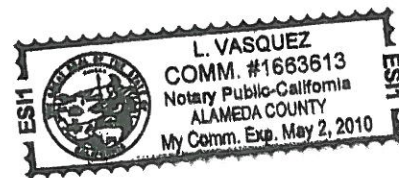
County of Contra Costa

On 10-12-2009 before me, L. Vasquez (here  
insert name and title of the officer), personally appeared Jean Wilson, who proved to me  
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature L. Vasquez (Seal)





**Exhibit A**

**Legal Description of the Property**

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

**PARCEL 1:**

EAST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 29 SOUTH, RANGE 19 EAST MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, AND MINERALS AND ALL OIL, GAS, AND MINERAL RIGHTS UPON AND UNDER THE ABOVE-DESCRIBED LANDS AND TO TAKE ALL THE USUAL NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS, AND MINERALS FOUND THEREON WHICH ARE HEREBY EXPRESSLY RESERVED, AS RESERVED IN THAT DEED FROM THE AVENALES LAND AND CATTLE COMPANY TO PAUL FREEBORN AND ABELINA C. FREEBORN, DATED NOVEMBER 22, 1943, AND RECORDED IN BOOK 350, PAGE 280 OF OFFICIAL RECORDS OF SAN LUIS OBISPO COUNTY.

APN: 072-121-027

**PARCEL 2:**

WEST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 29 SOUTH, RANGE 19 EAST MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, AND MINERALS AND ALL OIL, GAS, AND MINERAL RIGHTS UPON AND UNDER THE ABOVE-DESCRIBED LANDS AND TO TAKE ALL THE USUAL NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS, AND MINERALS FOUND THEREON WHICH ARE HEREBY EXPRESSLY RESERVED, AS RESERVED IN THAT DEED FROM THE AVENALES LAND AND CATTLE COMPANY TO PAUL FREEBORN AND ABELINA C. FREEBORN, DATED NOVEMBER 9, 1943, AND RECORDED IN BOOK 350, PAGE 280 OF OFFICIAL RECORDS OF SAN LUIS OBISPO COUNTY.

APN: 072-121-028